

DEED OF TRUST

THIS DEED OF TRUST, made this 10th day of March,

1994, between WAYNE D. ROBINSON and MARY BETH ROBINSON, husband and wife, as joint tenants and not as tenants in common, with right of survivorship, of P. O. Box 287, Eureka, Eureka County, Nevada, hereinafter called the Trustors, and PATRICIA J. WARD, a married woman, as her sole and separate property, of 530 N. Taylor Street, Fallon, Churchill County, Nevada, 89406, hereinafter referred to as Trustee and Beneficiary. Referring to the Trustors or Beneficiary as herein used are intended and do include the masculine, feminine and neuter genders and the singular and plural numbers, as indicated by the context.

W I T N E S S E T H :

That Trustors hereby grant, bargain, sell, convey and confirm unto Trustee, in trust with power of sale, all that certain property situate in the County of Eureka, State of Nevada, known as Assessor's Parcel No. 01-071-08, more particularly described as follows, to-wit:

Lot Three (3) in Block Twenty-One (21) of the Town of Eureka, according to the plat thereof recorded in the office of the County Recorder of Eureka County, Nevada.

AND ALSO, all of the estate, interest, homestead or other claim, as well in law as in equity, which Trustors now have or may hereafter acquire in and to said property, together with all easements and rights of way used in connection therewith as a means of access thereto, and all water and water rights, ditches and ditch rights, in connection therewith or share of stock evidencing such water or water rights, and all fixtures now or hereafter attached to

JOHN S. HILL

Attorney at Law

85 South Laverne Street
Fallon, Nevada 89406
702/423-7088

1 or used in connection with the premises above-described, together
 2 with all and singular, the tenements, hereditaments and
 3 appurtenances thereunto belonging or in anywise appertaining, and
 4 the reversion and reversions, remainder and remainders, rents,
 5 issues and profits thereof.
 6 TO HAVE AND TO HOLD the same unto the said Trustee and her
 7 heirs, successors, and assigns, for the purposes of securing payment
 8 of an indebtedness in the sum of EIGHTEEN THOUSAND DOLLARS
 9 (\$18,000.00), as follows:
 10 The sum of FIVE THOUSAND DOLLARS (\$5,000.00), as and for a
 11 down payment; and
 12 The remaining principal balance of THIRTEEN THOUSAND
 13 DOLLARS (\$13,000.00), shall bear interest at the rate of EIGHT AND
 14 ONE-HALF PERCENT (8 1/2%) per annum, commencing on the date of
 15 execution hereof, and shall be paid in monthly installments of ONE
 16 HUNDRED AND SIXTY-ONE DOLLARS AND EIGHTEEN CENTS (\$161.18), per
 17 month, including interest, commencing on the 10th day of April,
 18 1994, and continuing on or before a like day of each and every month
 19 thereafter until the entire principal balance shall have been paid
 20 in full, but in any event, the entire principal balance, together
 21 with accrued interest thereon, shall be fully paid not later than
 22 TEN (10) years from and after the date of execution hereof.
 23 AND THIS INDENTURE FURTHER WITNESSETH:
 24 FIRST: Trustors promise and agree to pay when due all
 25 claims for labor performed and materials furnished for construction,
 26 alteration or repair upon the above-described premises; to comply
 27 with all laws affecting said property or relating to any alterations
 28 or improvements that may be made thereon; not to commit or permit

JOHN S. HILL

85 South Laverne Street
 Fallon, Nevada 89406
 702/423-7088

1 waste thereon; not to commit, suffer or permit any acts upon said
 2 property in violation of any law, covenant, condition or restriction
 3 affecting said property.
 4 SECOND: The following covenants, No. 1; 3; 4 (8 1/2%); 5;
 5 7 (Reasonable); 8; and 9 of Section 107.030, Nevada Revised
 6 Statutes, are hereby adopted and made a part of this Deed of Trust.
 7 THIRD: Trustors agree that they will pay any deficiency
 8 arising from any cause after application of the proceeds of a sale
 9 held in accordance with the provisions of the covenants hereinabove
 10 adopted by reference.
 11 FOURTH: If the premises or any part thereof be condemned
 12 under any power of eminent domain, or acquired for a public use, the
 13 damages, proceeds and the consideration of such acquisition, to the
 14 extent of the full amount of indebtedness upon this Deed of Trust
 15 and the Note secured hereby remaining unpaid, are hereby assigned by
 16 the Trustors to the Beneficiary to be applied by it on account of
 17 the last maturing payment of such indebtedness.
 18 FIFTH: Trustors will pay all reasonable costs, charges and
 19 expenses, including attorney's fees, reasonably incurred or paid at
 20 any time by the Beneficiary because of the failure on the part of
 21 the Trustors to perform, comply with, and abide by each and every
 22 stipulation, agreement, condition and covenant of the Promissory
 23 Note and this Deed of Trust or either of them.
 24 SIXTH: Trustors hereby assign to the Trustee any and all
 25 rents of the above-described premises and hereby authorize the
 26 Trustee, without waiving or affecting the right to foreclosure or
 27 any other right hereunder, to take possession of the premises at any
 28 time after there is a default in the payments of the debts or in

JOHN S. HILL

85 South Laverne Street
 Fallon, Nevada 89406
 702/423-7088

1 performance of any of the obligations herein contained, and to rent
2 the premises for the account of the Trustors.

3 SEVENTH: The lien of this instrument shall remain in full
4 force and effect during any postponement or extension of the time of
5 payment of the indebtedness or any part thereof secured hereby. The
6 Beneficiary may, without notice to or consent of Trustors, extend
7 the time of payment of any indebtedness secured hereby to any
8 successor in interest of the Trustors from liability thereon.

9 EIGHTH: The rights and remedies granted hereunder or by
10 law shall not be exclusive but shall be concurrent and cumulative.

11 NINTH: The benefits of the covenants, terms, conditions
12 and agreements herein contained shall accrue to, and the obligations
13 thereof shall bind, the heirs, representatives, successors, and
14 assigns of the parties hereto and the Beneficiary hereof. Whenever
15 used, the singular number shall include the plural, the plural the
16 singular, and the use of any gender shall include all other genders,
17 and the term "Beneficiary" shall include any payee of the
18 indebtedness hereby secured or any transferee thereof, whether by
19 operation of law or otherwise.

20 TENTH: The trust created hereby is irrevocable by the
21 Trustors.

22 ELEVENTH: The undersigned Trustors request that a copy of
23 any notice of default and of any notice of sale hereunder be mailed
24 to them at the address set forth beneath their signatures hereto,

25 ///
26 ///
27 ///
28 ///

JOHN S. HILL
Attorney at Law

85 South Laverne Street
Fallon, Nevada 89406
702/423-7088

1 which address is hereby declared to be a part of this Deed of Trust.

2 IN WITNESS WHEREOF, Trustors have hereunto set their hands

3 the day and year first above-written.

4 Wayne D. Robinson
Wayne D. Robinson, Trustor
P. O. Box 287
Eureka, Nevada 89316

7 Mary Beth Robinson
Mary Beth Robinson, Trustor
P. O. Box 287
Eureka, Nevada 89316

8
9
10
11 STATE OF NEVADA
12 :
13 : ss.
14 County of Churchill)
15 On this 3rd day of March, 1994, before me, the

16 undersigned, a Notary Public in and for the County and State

17 aforesaid, personally appeared WAYNE D. ROBINSON, known to me to be

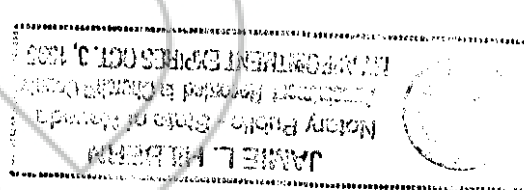
18 the person described in and who executed the foregoing instrument,

19 and who acknowledged to me that he executed the same freely and

20 voluntarily and for the uses and purposes therein mentioned.

21 IN WITNESS WHEREOF, I hereunto set my hand and affix my

22 official seal the day and year first above-written.



23 Jamie L. Hillman
NOTARY PUBLIC

24 STATE OF NEVADA)

25 :
26 : ss.
27 County of Churchill)

28 On this 10th day of March, 1994, before me, the

29 undersigned, a Notary Public in and for the County and State

30 aforesaid, personally appeared MARY BETH ROBINSON, known to me to be

JOHN S. HILL

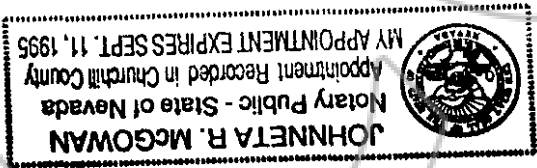
Attorney at Law

85 South Laverne Street
Fallon, Nevada 89406
702/423-7088

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

the person described in and who executed the foregoing instrument,
and who acknowledged to me that she executed the same freely and
voluntarily and for the uses and purposes therein mentioned.
IN WITNESS WHEREOF, I hereunto set my hand and affix my
official seal the day and year first above-written.

John S. Hill
NOTARY PUBLIC



BOOK 267 PAGE 247

OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

John S. Hill

94 MAR 29 PM 4:22

EUREKA COUNTY, NEVADA
M. N. REBALZATI, RECORDER

FILE NO. FEE \$ 12.00

151868

JOHN S. HILL
Attorney at Law

85 South Laverne Street
Fallon, Nevada 89406
702/423-7088